INSTRUCTIONS TO ALL BIDDERS

B0003372
St. Louis Community College (“College”) welcomes all interested parties to participate in its competitive bid process. Bidders will be expected to submit bids that are in compliance with the terms and conditions as outlined below:

1. All awards are subject to final approval by St. Louis Community College’s Board of Trustees, or their designated representative(s).

2. **Bids should be mailed, couriered or delivered to the Department of Purchasing, 300 S. Broadway, St. Louis, MO 63102 with the bid number and date of opening marked on the envelope, on or before the time and date stipulated in the Invitation for Bid document. All late bids will be rejected.**

3. The successful bidder(s) must comply with the State of Missouri’s Revised Statute RSMO 285.530 which states: No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. **The affidavit included in Attachment A must be completed and notarized to meet this provision.**

4. **All bids must be signed by a duly authorized representative of the person, partnership or corporation offering the bid.** Failure to sign the College Invitation for Bid document will result in automatic disqualification of that bid. The College reserves the right to request written confirmation of persons authorized to sign all bids on behalf of a company.

5. Vendors may submit more than one bid proposal. No penalty or credit will be given for submitting multiple proposals.

6. Bidders are responsible for reviewing their proposals prior to submission to be certain they can honor all prices, terms and conditions offered in bid. Bidders may submit written amendments or withdraw their bid proposals up until the date and time of the scheduled bid opening. Once bids have been opened, all bidders will be expected to honor all prices and terms offered in total. Unit price will prevail in cases of extension errors. Bid defaults will result in either temporary or permanent removal from the College’s list of vendors in good standing.

7. If this bid is accepted by the College, in whole or in part, it becomes a binding contract for the item(s) or section(s) designated when signed by an authorized representative of the College and returned to the Bidder. By signing and submitting this bid, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. By submitting a bid, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one or more “Purchase Orders” in connection with the contract formed by acceptance of this bid. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by the College.

8. Requests for clarification on bid specifications should be addressed to the buyer identified in the bid document. Any changes in specifications will be sent to all bidders in the form of a written addendum. All addenda become a part of the Invitation for Bid. Bidders are to sign and include all addendums with each bid being submitted.

9. Bidders are to check the College’s website at www.stlcc.edu/purchasing to ensure all addendums are included with submission of bid responses.

10. Bidders may obtain Invitation for Bid results by either attending the bid opening or by appointment with the assigned buyer.

**DELIVERY AND INVOICING INFORMATION**

1. Invoices must be submitted in duplicate to: Accounts Payable
   St. Louis Community College
   300 S. Broadway
   St. Louis, MO 63102

   Invoices must reference the purchase order number, show unit and extended price on each item and list the “ship to” address.

2. The College renders payment only after delivery of services.

3. St. Louis Community College is a tax exempt public institution. The College’s tax exempt Missouri I.D. is 11166584.
INVITATION FOR PROPOSAL # B0003372

COORDINATOR/BUYER:  Irma Wittendorfer                    TEL NO.:  (314) 539 -5226

DATE ISSUED:  March 12, 2015

ITEM/SERVICE REQUESTED:  CONTRACT FOR TOOLS, SUPPLIES AND EQUIPMENT FOR COMPOSITES, REPAIR AND DRILLING.

SEALED bids will be received at the DEPARTMENT OF PURCHASING, ST. LOUIS COMMUNITY COLLEGE, ADMINISTRATIVE CENTER, 300 S. BROADWAY, ST. LOUIS, MO 63102 until the time and date given herein and then publicly opened for reading and evaluation: Please note that the College retains the right to make an award on an item by item or all or nothing basis.

DATE AND TIME OF BID OPENING:  Thursday, March 26 2015 @ 3:00 PM ( Local Time)

If this bid is accepted by St. Louis Community College (“College”), in whole or in part, it becomes a binding contract for the items or sections designated below when signed by an authorized representative of the College and returned to the Bidder. By signing and submitting this bid, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. By submitting a bid, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one or more “Purchase Orders” in connection with the contract formed by acceptance of this bid. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by the College.

Requested deliveries should be made to St. Louis Community College Receiving Department at the following location(s):

- College Center:
  300 South Broadway
  St. Louis MO 63102

- Forest Park:
  5600 Oakland Avenue
  St. Louis MO 63110

- Florissant Valley:
  3400 Pershall Road
  St. Louis MO 63135

- Meramec:
  11333 Big Bend Blvd.
  Kirkwood MO 63122

- Wildwood:
  2645 Generations Drive
  Wildwood MO 63040

- SCEUC:
  4115 Meramec Bottom Road
  St. Louis MO 63129

- Other:
  Harrison:
  3140 Cass Ave
  St. Louis, MO 63310

  Corporate Center:
  3221 McKelvy Road
  Bridgeton, MO 63033

Requested Delivery:  As Needed

Delivery Offered:  

Payment Terms:  

(unless otherwise stated, terms will be Net 30)

F.O.B.:  Origin   Destination 

Est. Freight Charge:  

Telephone:  

Fax:  

Prices quoted are guaranteed for calendar days from the date of the bid opening under the terms and conditions offered in bid herein. (60 days unless otherwise specified)

In compliance with the above, the undersigned offers and agrees, if this bid is accepted, to furnish any and all of the goods and/or services at the price quoted, delivered to the designated point(s) within the time specified in this Invitation for Bid document. IF NOT SIGNED BELOW, BID WILL BE DISQUALIFIED.

(Seller – Company Name)

FEDERAL TAX ID:  

EMAIL:  

(Print Name and Title)

(Authorized Signature)

(Company Address)

(City/State/Zip Code)

Bid is accepted for the College by:

(Signature)

(Title)

Items/Sections Accepted:
CONTRACT OR BLANKET ORDER AGREEMENTS

The purpose of this Invitation for Bid is to solicit quotations from qualified vendors to establish a contract or blanket order for the routine purchase of goods and/or services on an “as or when needed” basis.

The quantity and dollar estimates provided represent the purchasing history of the College and/or a reasonable estimate of future activity in the area specified. While the College strives to make these estimates as realistic as possible, they do not constitute a guarantee of volume.

The College reserves the right to inspect the bidder’s facility prior to award to assure that they meet the requirements and can provide the necessary support for the contract goods and services specified.

The College may cancel a contract at any time by giving the seller thirty (30) days written notice of failure to comply in part or total with the prices, terms and conditions offered in bid.

The College retains the right to take extensions to the contract agreement of up to twelve (12) months, provided said extension is mutually agreeable to both the seller and the College.

______________________________
Contract Period:  
For a period of one (1) year with option to renew for a second and third year.

Requested Contract Start Date:  June 1, 2015

Estimate of Contract Quantity or Dollar Expenditure:  TO BE DETERMINED

Contract Liaison Person (to be completed by bidder):

____________________________________________________________________________________
(Name/Title)  E-mail address

____________________________________________________________________________________
(Telephone)

FOR INFORMATIONAL PURPOSES ONLY:

Is your Company Union_______ Non Union____________________
Minority Owned___________ Woman Owned________________
St. Louis Community College is soliciting bids to establish a contract for the purchase of tools, supplies and equipment for use in a Boeing training class for Composites Fabrication, Repair and Drilling for Aerospace Manufacturing which will be starting in June of 2015 located at the Florissant Valley Campus.

**SCOPE OF CONTRACT:**

a. The actual number of classes or students has not as yet been determined. Thereby, the College is requesting unit pricing/per item, and what the pricing discount would be, if any, when larger quantities are purchased.

b. The College is asking that unit pricing be firm for at least six (6) months.

c. The College will place multiple orders against this contract during the contract term.

d. These items have been selected for a specific training program, therefore, the College has the right to request samples to determine quality and acceptability of materials bid by bidder. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

e. The College reserves the sole right to make the determination of whether the product offered meets the needs/specifications of the College.

**BID AWARD & RESERVATIONS:**

The College reserves the right to award this contract to one or multiple vendors, whichever is in the best interest of the College.

Several factors will be weighed to determine the successful bidder(s) such as:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>60%</td>
</tr>
<tr>
<td>Range of Products Offered</td>
<td>15%</td>
</tr>
<tr>
<td>Delivery Services</td>
<td>15%</td>
</tr>
<tr>
<td>References</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>
**SECTION 1- DISCOUNTS:**

Please list the Discount Percentage Off:

- Base Price that your firm is offering;
- Source/Origin of the base price (name/title, date & frequency of Publication, and
- Warranty that accompanies the original purchase.

Access via catalog or website to your most recently published price list must accompany your bid response. Failure to do so may eliminate your firm’s bid from further consideration.

<table>
<thead>
<tr>
<th>Discount for Tools, Supplies and equipment for Composite Fabrication, Repair and Drilling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disc. offered</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

If the above structure for discounting is not applicable, please explain your company’s method for discount range/quantity pricing.

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

**SECTION II: CONSUMABLE COMPONENTS**

The following is a list of consumable/perishable components that the College will be purchasing for the Composite Fabrication, Repair and Drilling classes on an ongoing basis:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>MAKE/PART NO</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>QTY PRICE BREAK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Wooden Tongue Depressors (commercially available)</td>
<td>pk /100 Pk / 500</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>a. Prepreg: Carbon Cloth-woven Carbon Cloth-unidirectional</td>
<td>yd</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Fiberglass Cloth #181</td>
<td>yd</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Fiberglass Cloth #120</td>
<td>yd</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Hysol Resin (E-Z Pack) or pre-weighted kits for mixing/EAA9396</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Hysol Adhesive E-Zpack/EAA9394</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SECTION II: CONSUMABLE COMPONENTS (cont.)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>MAKE/PART NO</th>
<th>QTY</th>
<th>UNIT</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Porous Release Fabric (FEP) Fluorinated Ethylene Propylene Film</td>
<td></td>
<td>yd</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Non-Porous FEP Release Film</td>
<td></td>
<td>yd</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Non-Porous TFE-coated Fiberglass Armalon TM</td>
<td></td>
<td>yd</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Airweave Breather Cloth (N10)</td>
<td></td>
<td>yd</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Nomex Honeycomb Core (.700” Thick)</td>
<td></td>
<td>half sheet</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Flashbreaker Pressure Sensitive Tape (1 inch) (roll = 72 yards)</td>
<td></td>
<td>roll</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>12 x 12 Honeycomb Panel (Carbon Fiber)</td>
<td></td>
<td>ea</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Tacky Tape (vacuum bagging sealant tape – gray or black)</td>
<td></td>
<td>roll</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Vacuum Bagging Film (2 mil min thickness)</td>
<td></td>
<td>yd</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>1 inch Paint Brush</td>
<td></td>
<td>ea</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>3-inch Aluminum Tape (roll/60 yds)</td>
<td></td>
<td>roll</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>12 x 12 Aluminum Plate (.050 thick or equivalent)</td>
<td></td>
<td>ea</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Frekote 700NC, 10.5 oz. can</td>
<td></td>
<td>ea</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Carbon Prepreg- 350° cure - woven Unidirectional</td>
<td></td>
<td>yd</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>1 inch Wide Cork Tape or Strip, roll</td>
<td></td>
<td>50 ft 100 ft</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Stitch Ply G – Release Ply/roll = 250 yds</td>
<td></td>
<td>roll</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>6 x 6 Aluminum Plate</td>
<td></td>
<td>ea</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

### SECTION III – TOOLS AND EQUIPMENT:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>MAKE/PART NO</th>
<th>QTY</th>
<th>UNIT</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pneumatic Pencil Grinder 1/8 Collet</td>
<td></td>
<td>ea</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
### SECTION III – TOOLS AND EQUIPMENT: (cont.)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>MAKE/PART NO</th>
<th>QTY</th>
<th>UNIT</th>
<th>QTY PRICE BREAK</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>1/8 Diamond Chisel Rotary File</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Heatcon Hotbonder 9200B (dual zone)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>HC Electric Heating Blankets (12 x 12 – 5 watts per in²)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2 inch drill mount radiac (cutting) wheel and arbor</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Needle Nose Pliers 90 degree</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Barrel Sander ½ inch</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Barrel Sanding disk ½ inch</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Right Angle Dotco Grinder (10,000 – 20,000 rpm)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Heat Lamps (250°F or equiv)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Jitterbug Sander (3 inch)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Plastic Squeegee (P.A. – 1 3M Blue)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Plastic Scraper (GTP530A-1/43109178)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>2 inch Sanding Disk (120 grt) roloc</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>2 inch Sanding Disk (100 grt) roloc</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>1 inch Sanding Disk (100 grt) roloc</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>2 inch Sanding Disk Arbor (roloc)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>1 inch Sanding Disk Arbor (roloc)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Scotchbrite disks (2 inch) roloc</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Composite Scissors</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>CE Surface Temperature Monitor (Model 6802 II)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Pressure Pad (Silicone Rubber)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Thermocouples (24 gage)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SECTION III – TOOLS AND EQUIPMENT (cont.)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>MAKE/PART NO</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>QTY PRICE BREAK</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td>6 inch #30 Flat Fluted Drill (dagger)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>6 inch .191 Flat Fluted Drill (dagger)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>6 inch .251 Flat Fluted Drill (dagger)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>6 inch ST1257B Dreamer Drill (.190 dia)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>6 inch Standard Carbide Reamer .1897 x .1845</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>6 inch Carbide Twist .1850</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>3/16 Wedgelocks</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Wedgelock Gun</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>.720 x .250 Piloted polycrystalline Hoe Saw</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>2 inch Tacky Tape Rollers</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>2700 rpm Drill Motor</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Polycrystalline Deburring Tool</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Sabre Saw with Polycrystalline Cutting Blade</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Carbide Countersink Cutter with 100° included Angle (PCD replaceable insert)</td>
<td>ea</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ESCALATION CLAUSE:

1. Year 1, Firm for Six months or more; Yes ____, No _____. If No, state max escalation _____%
2. Year 2, Firm, and Yes ____ No ____, if no, please give max escalation ______ _________%
3. Year 3, Firm, and Yes ____ No ____, If no, please give max escalation________________%

### SECTION IV: INFORMATION FOR PLACING ORDERS:

1. List your firm’s regular business hours: ________________________________________________
2. MINIMUM ORDER: Does your firm have a minimum quantity/dollar amount?_____
   If Yes, State ________________________________________________________________
SECTION IV: INFORMATION FOR PLACING ORDERS: (cont.)

3  SHIPPING/HANDLING CHARGES, if any________________________________________________________

4  ORDERING PROCEDURES: Please provide the required information for requesting quotes and placing orders with your firm:  The College orders via purchase orders.

   Contact Name_______________________ Phone No.___________________________
   Fax No.____________________________ E-mail_____________________________
   Hours Open for Pick up by College Personnel:__________________________________________
   Other Ordering formation:________________________________________________________________

5  RETURN GOODS POLICY;_______________________________________________________________

6  Any miscellaneous charges not mentioned above?_________________________________________

SHIP TO:  STLCC - Center for Workforce Innovation
           3344 Pershall Road
           St. Louis, MO 63135

SECTION V: REFERENCES (Please list three companies/institution for which you have provided like services within the last three years)

1. Company____________________ Contact_________________ Phone/e-mail_________________

2. Company____________________ Contact_________________ Phone/e-mail_________________

3. Company____________________ Contact_________________ Phone/e-mail_________________

NOTE: In order to comply with the State of Missouri’s Sections 285.525 thru 285.550 RSMO, we have attachedAttachment A-Affidavit, which has to be fully executed and returned to us before any award can be made.
1. CONTRACT TERMS

The performance of this Contract shall be governed solely by the terms and conditions set forth in this Contract not withstanding any language contained in any invoice, shipping order, bill of lading or other document furnished by the Supplier at any time. The acceptance by the College of any goods furnished hereunder accompanied by any such document shall not be construed as an acceptance by the College of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Contract. Any different or additional terms, other than those contained in this Contract, which are contained in any acceptance, acknowledgement, invoice or other document transmitted by Supplier to the College are hereby objected to.

2. TRANSPORTATION CHARGES

The College will not accept "Collect" shipments. Unless agreed to otherwise all delivery terms shall be F.O.B. Destination with Supplier bearing all freight charges and risk of rejection. When terms agreed to by the College are F.O.B. Origin, Supplier shall prepay and fully insure all items for replacement cost and include changes on invoice with bill of lading attached.

3. TIME OF DELIVERY

Time is of the essence of this Contract. If deliveries are not made at the time agreed upon in this Contract, the College reserves the right to cancel and to purchase elsewhere and hold Supplier accountable for any additional cost or expense incurred by the College.

4. INSPECTION AND ACCEPTANCE

No material or service received by the College pursuant to this Contract shall be deemed accepted until the College has had reasonable opportunity to inspect same. Material or service which is defective or does not conform to any Warranty of the Supplier herein upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Supplier's expense, for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall be in no way affect College's discount privileges. Such right to return offered to the College arising from the College's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the College may have therefore.

5. COMPLIANCE WITH SPECIFICATIONS

No payment will be rendered for materials or services delivered that fail to meet specifications as offered in bid.

6. PACKAGING

The College will not be liable for any charges for drayage, packing, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. SUPPLIERS WARRANTIES

Supplier expressly warrants that all articles, material, and work, covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Seller warrants that College shall have good and marketable title to all articles, materials and work supplied, free and clear of all liens and encumbrances. Such warranty shall survive delivery and shall not be deemed waived either by reason of the College's acceptance of said materials or goods, or by payment for them.

8. QUANTITIES

The College reserves the right to deliver materials or services delivered in excess of the quantities ordered hereunder.

9. INVOICES

Delivery of all materials and services must be completed by the date specified. Unless otherwise stated, partial deliveries will be accepted, provided the College is invoiced only for the portion shipped. Failure to comply will delay payment as the College pays all invoices only in full. Delay in receiving invoices, also errors and omissions on statements or invoices will be considered just cause for withholding settlement without losing discount privileges.

10. INTELLECTUAL PROPERTY

Supplier guarantees that the articles described herein and the sale or use will not infringe upon a U.S. or foreign patent, trademark other form of intellectual property and covenants that he will, at his own expense, defend every claim or suit which may be brought against the College, or those using the College's product (provided Supplier is promptly notified of claim or suit and papers therein are delivered to Supplier) for any alleged infringement of any patent, copyright, trademark or other form of intellectual property by reason of the use or sale of the goods ordered under this Contract, or for any damages resulting from such claim or suit.

11. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action, or any other causes of a similar character beyond its control and without its fault or negligence.

12. BANKRUPTCY OR INSolvency

In the event of proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Supplier, the College may cancel this Contract or affirm the Contract and hold Supplier responsible in damages.

13. ASSIGNMENT OR SUBCONTRACT

This Contract, or any rights, obligations, or duties may not be assigned by Supplier without College's written consent and any attempted assignment without such consent shall be void. No person, firm, or party may be awarded a subcontract under this Contract without the express written approval of the College.

14. TERMINATION OF CONTRACT

The College reserves the right to terminate the Contract at any time if any of the provisions of this Contract, including Supplier's Warranties, are violated by the Supplier or by any of his sub-suppliers, in the sole judgment and discretion of the College. In the event of such termination the Supplier shall be liable for any excess costs incurred by the College.

15. LAW GoverNING THIS CONTRACT

This contract shall be construed according to Missouri law, which is interpreted without regard to its conflicts of laws principles.

16. COMPLIANCE WITH APPLICABLE LAWS

The Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in the manufacture or sale of the items or services covered by this Contract, including, but not limited to, Fair Labor Standards Act of 1938 as amended.

17. NON-DISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of supplies or performance of work under this Contract, the Supplier agrees to comply with the Fair Labor Standard Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Americans With Disabilities Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded by the College.

18. NOTICE AND SERVICE THEREOF

Any notice to Supplier from the College relative to any part of this Contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified, or regular mail, to the Supplier at his last given address, or delivered in person to Supplier or his authorized representative.

19. INSURANCE

(a) Insurance Requirements

The Supplier shall secure at his/her own expense, with insurance carriers acceptable to the College, before commencement of work, a certificate evidencing comprehensive general liability insurance from a company having a policyholder rating of "A" or better and a financial rating of "AA" or better in the latest edition of Best's Insurance Reports. Said insurance shall provide maximum limit of liability for injuries and death existing under applicable Worker's Compensation statutes, ordinances or regulations. Furthermore, said insurance shall provide comprehensive general liability insurance with minimum bodily injury limits of $2,000,000.00 aggregate and property damage limit of $300,000.00 each occurrence for each occurrence; special insurance protecting the College and holding it harmless from any and all liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, attorneys' fees and court costs, arising from or connected with any damages for personal injury or to property damage to the extent that the damages are caused by any act or omission of the Supplier or its agents, subsidiaries or employees.

(b) Certificate of Insurance

The College reserves the right to require Supplier to demonstrate to the College the capability of a product to perform the aforementioned date functions. Failure to meet this requirement is a defect and the College may decline to accept the product or service. In that event, the Contract shall be terminated automatically and the vendor shall return any sums the College may have paid to the seller. This Year 2000 warranty and remedy shall be in addition to any other which may be provided with respects to defects other than Year 2000 performance. It shall not be limited by any disclaimers or limitations elsewhere contained in the Contract.
NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009

Effective January 1, 2009 and pursuant to the state of Missouri’s RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e. g., St. Louis Community College) to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

St. Louis Community College, in order to comply with sections 285.525 through 285.550 RSMO, requires the following bid and contract documents:

Required Affidavit for Contracts Over $5,000.00 (US) – Effective 1-1-2009. Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

St. Louis Community College encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program and the service is free. Information regarding E-Verify is available at www.uscis.gov scroll to the bottom of the page and select the E-verify link or by calling 888-464-4218. You may also access the website to begin the registration process at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES.

If you have any questions, please contact St. Louis Community College, Purchasing Department at 314-539-5227.
AFFIDAVIT

The undersigned, being duly sworn upon oath, deposes and states as follows:

1. I am authorized to execute this affidavit and to enter into contracts on behalf of the following business entity or employer authorized to conduct business in the State of Missouri (hereinafter referred to as “Contractor”): ______________________________.

2. I am the ____________________________ for Contractor and I have personal knowledge of the facts stated herein.

3. On or about _____________________, Contractor entered into a contract with the St. Louis Community College (“Political Subdivision”), for a contract for Tools, Supplies and Equipment for Composites, Fabrications, Repair and Drilling as more fully described in Bid NO. B0003372 (hereinafter referred to as “Contract”).

4. Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract.

5. On or about _____________________, Contractor enrolled and began participating in E-Verify, a federal work authorization program managed by the Department of Homeland Security (“DHS”) and the Social Security Administration (“SSA”), as referred to in the Revised Statutes of the State of Missouri, § 285.530.

6. Pursuant to a Memorandum of Understanding between Contractor, DHS, and SSA (hereinafter referred to as the “Memorandum of Understanding”), Contractor is obligated to verify each employee hired after _____________________ (hereinafter referred to as the “Enrollment Date”), and Contractor hereby affirms its compliance with all obligations contained in the Memorandum of Understanding.

7. Contractor affirms that it is now and shall remain registered in E-Verify up to and including the term of the Contract and that, in addition to the Memorandum of Understanding, Contractor has provided Political Subdivision with supporting documentation regarding all employees hired after the Enrollment Date who are working in connection with the Contract.

8. Contractor affirms that if it is determined that an employee is not eligible to work on the Contract, Contractor shall immediately remove the employee from the Contract, pending resolution of the matter with the appropriate state and federal authorities.

9. Contractor affirms its understanding of the requirements of the Revised Statutes of the State of Missouri, §§ 285.525 to 285.550, including the right of the State to terminate the Contract and permanently suspend or debar Contractor from doing business with the State under certain circumstances.

Signed by________________________________       Date______________________
Dated this _____ day of ______________, 2015

STATE OF )
COUNTY OF ) SS.

On this____day of ______________ in the year 2015, before me, ____________________________, a Notary Public in and for said State, personally appeared ____________________________, known to me to be the person who executed the within Affidavit, and acknowledged to me that _________________ executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of___________ and State aforesaid, the day and year first above written.

......................................................
Notary Public

My Commission Expires: